

**MEMORANDUM OF COOPERATION
BETWEEN
THE DEPARTMENT OF TRANSPORTATION OF
THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF COMMUNICATIONS OF
THE PEOPLE'S REPUBLIC OF CHINA
ON
COOPERATION IN SCIENCE AND TECHNOLOGY
OF TRANSPORTATION**

**The Department of Transportation of the United States of America and the
Ministry of Communications of the People's Republic of China (hereinafter
referred to as the Participants),**

**Taking note of the Agreement between the Government of the People's Republic of
China and the Government of the United States of America on Cooperation in
Science and Technology signed in Washington, D.C., on January 31, 1979, and
renewed on April 25, 2001;**

**For the purpose of promoting scientific and technical cooperation in the field of
transportation between the Participants,**

Intend to cooperate in transportation matters as follows:

Article 1

Objectives

**The Participants intend to cooperate in the technology of transportation on the
basis of equality, reciprocity, and mutual benefit.**

Article 2

Areas of Cooperation

Subject to agreement by both Participants, the areas of cooperation may include:

- (a) environmental protection relating to transportation;**

- (b) intelligent transportation system (ITS);
- (c) logistics/intermodal/multi-modal transportation;
- (d) research on methods for investigation and analysis of transportation statistics;
- (e) management of transportation (road and maritime) safety;
- (f) technology of transportation information and networks;
- (g) highway engineering and maintenance management;
- (h) organization of express road transportation of passengers and cargo;
- (i) inland water transportation in the integrated transportation system;
- (j) inland water transportation in the integrated utilization of water resources; and
- (k) other subjects may be considered, subject to mutual agreement.

Article 3

Forms of Cooperation

Subject to mutual agreement, the forms of cooperation may include:

- (a) technical information exchanges;
- (b) joint research by technical experts on subjects of mutual interests;
- (c) joint organization of academic symposia and seminars;
- (d) exchange and provision of samples, materials, data, instruments and components for testing, evaluation and other purposes; and
- (e) training activities aiming at promoting the capability of managerial and technical personnel.

Article 4

Funding

Cooperation under this Memorandum is subject to the availability of funds of each Participant.

Article 5

Consultations

All activities under this Memorandum should be conducted under the guidance of the U.S.-PRC Joint Commission on Scientific and Technological Cooperation.

Each Participant may designate a representative to be responsible for ensuring effective communications for programs established under this Memorandum. The representatives of the Participants or their designated coordinators should, by

correspondence, consult with each other to ensure the effective functioning of agreed cooperative activities and related matters. When necessary, they should meet to consider matters relating to the implementation of this Memorandum.

Each Participant should provide a list of its representatives within 30 days from the effective date of this Memorandum.

Article 6

Information

Any information transmitted by one Participant to the other Participant under this Memorandum should be accurate and reliable to the best knowledge and belief of the providing Participant, but the providing Participant does not intend to warrant the suitability of such information for any particular use or application by the receiving Participant.

Article 7

Duration and Termination

The activities under this Memorandum should commence on the date of signature below and subject to renewal every three years. Either Participant may end its cooperation under the present Memorandum at any time, but should attempt to provide 60 days prior written notification to the other Participant. However, the Participants should endeavor to complete, or continue, specific activities then underway.

Signed in Washington, D.C., on this 8th day of December 2003, in duplicate in the Chinese and English languages, both texts being equally authentic.


For the
Department of Transportation
of the
United States of America


For the
Ministry of Communications
of the
People's Republic of China

中华人民共和国交通部和美利坚合众国运输部 交通运输科技合作备忘录

中华人民共和国交通部和美利坚合众国运输部(以下简称双方),根据一九七九年一月三十一日在华盛顿市签订、并于二〇〇一年四月二十五日修改的《中华人民共和国政府和美利坚合众国政府科学技术合作协定》,为促进双方交通运输领域内的科技合作,愿意在以下交通领域开展合作:

第一条

目标

双方愿意在平等、互利和互惠的基础上开展交通运输的科技合作。

第二条

合作范围

经双方同意,合作领域可包括:

- (一) 交通环境保护;
- (二) 智能交通系统(ITS);
- (三) 物流/联运/多式联运;
- (四) 交通统计调查方式与分析方法研究;
- (五) 交通运输(公路与海运)安全管理;
- (六) 交通信息与网络技术;
- (七) 公路工程和养护管理;

- (八) 汽车快速客货运输组织；
- (九) 综合运输中的内河航运；
- (十) 水资源综合利用中的内河航运与产业经济布局；
- (十一) 双方同意的其他领域。

第三条

合作方式

经双方同意，合作方式可包括：

- (一) 交换科技信息；
- (二) 技术专家联合研究双方感兴趣的课题；
- (三) 联合组织学术讨论会和专题研讨会；
- (四) 交换和提供用于实验、评估和其他目的的样品、材料、数据、仪器和部件；
- (五) 旨在提高管理和技术人员能力的培训活动。

第四条

资金

本备忘录下的合作将视各方经费落实情况而定。

第五条

协商

本备忘录下所有活动都应在中美科技合作联合委员会的指导下进行。每一方可指定一名代表负责保证对本备忘录确定的各项目进行有效联络。双方代表或其指定协调人以通信方式进行协

商以确保已商定的各项合作活动及相关事项切实有效。必要时，可举行会谈，就实施本备忘录的相关事项进行磋商。双方应自本备忘录生效之日起 30 天内提供各自的代表名单。

第六条

信息

根据本备忘录，由一方转送给另一方的任何信息应是提供方确信为准确、可靠的，但提供方不保证这种信息适用于接受方的任何特定用途。

第七条

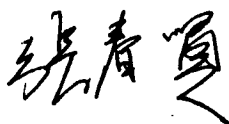
期限及终止

本备忘录下各项活动自以下签字之日开始，但每三年需要进行展期。任何一方可随时终止本备忘录下的合作，但应提前 60 天书面通知另一方。但是，双方应尽力完成或继续正在进行的各项具体活动。

本备忘录于二 00 三年十二月八日在华盛顿市签订，一式两份，每份都用中文和英文写成，两种文本同等作准。

中华人民共和国交通部

代 表



美利坚合众国运输部

代 表

